561. But instead of requiring the plaintiff to aver the amount paid in attorney's fees, some cases hold that the defendant may show, in mitigation of damages, that the amount was less than the sum stipulated. *Kennedy* v. *Richardson*, 70 Ind. 524. In several jurisdictions the plaintiff can recover the full amount as liquidated damages. *North Atchison Bank* v. *Gay*, 114 Mo. 203; *Exchange Bank of Dallas* v. *Tuttle*, 5 N. M. 427.

CARRIERS — CONTROL AND REGULATION — RIGHT TO RECEIVE COMPENSATION IN BARTER. — The Attorney-General brought an action to enjoin the defendant railroad from performing a contract to furnish transportation in return for advertising. *Held*, that such an agreement is a violation of the act forbidding a carrier to collect "a greater or less conpensation from one person than another." *State* v. *Union Pacific Ry. Co.*, 126 N. W. 859 (Neb.).

It would seem to be a necessary interpretation of the statutes regulating commerce that money should be the only standard of compensation receivable by carriers. Otherwise it would be impossible to insure equal charges to all. See *United States* v. *Atchison, Topeka, & Santa Fé Ry. Co.*, 163 Fed. 111; *Union Pacific Ry. Co.* v. *Goodridge*, 149 U. S. 680. Rebates and other forms of discrimination would be readily practicable with such fluctuating standards of value.

CARRIERS — LIMITATION OF LIABILITY — EXEMPTION FROM LIABILITY FOR NEGLIGENCE. — The plaintiff, a porter in the employ of an express company, was injured by the backing of the defendant's train. The express company had agreed with the defendant that its employees should have no cause of action for injuries resulting from the defendant's negligence, and the plaintiff had ratified this agreement in his contract of service, and assumed all the risks of his employment. *Held*, that the plaintiff cannot recover. *Dodd* v. *Central R. Co. of New Jersey*, 76 Atl. 544 (N. J., Sup. Ct.).

The general rule, supported by the weight of authority, is that a common carrier cannot limit its liability for injuries resulting from negligence. *Railroad Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. The principal case, however, follows many similar cases in holding that the railroad does not stand in the relation of common carrier to the express company, and consequently may contract with it on any terms. *Express Cases*, 117 U. S. 1; *Baltimore & Ohio Southwestern Ry. Co.* v. *Voigt*, 176 U. S. 498. Considerable doubt is entertained as to the correctness of these decisions, and some state courts are opposed. *McDuffee* v. *Portland & Rochester R. R.*, 52 N. H. 430. The principal case involves the further question of the validity of the plaintiff's contract with his employer, exempting the railway from liability. While the principle of freedom of contract is not to be lightly disregarded, many courts have held that a contract between master and servant relieving the former from liability for negligence is against public policy and void. *Johnston* v. *Fargo*, 184 N. Y. 379. The present case is a weaker one, since the contract purports to exempt not the employer but the railway; but the economic disadvantage under which the employee bargains for employment is as great in one case as in the other.

CARRIERS — LIMITATION OF LIABILITY — NECESSITY FOR SPECIAL CONSIDERATION. — In an action against a common carrier for injury to goods in transit, the defendant pleaded a limitation of liability in the bill of lading. It did not appear that the plaintiff had been given an opportunity to choose between rates based upon the difference in the liability to be assumed by the defendant. *Held*, that such a limitation is void. *Pittsburg, etc. Ry. Co.* v. *Mitchell*, 91 N. E. 735 (Ind.).

The United States Supreme Court has held, in effect, that with nothing further than the mere assent of the shipper a carrier may limit its common-law